STATE OF NORTH CA	ROLINA	File No. 19 CVS 6619			
Cumberland	County		eneral Court Of Justice Superior Court Division		
Name Of Plaintiff	The second secon		M Suberior Court Division		
D. KEITH ALLISON and ALLISON	PROPERTIES				
Address	OTTO SOLITON AND ADDRESS OF THE PARTY OF THE	CIVIL SU	MMMONS		
5851 Ramsey Street	manufacture of the second seco	✓ ALIAS AND PLURIES SI			
City, State, Zip Fayetteville	NG 20211	ESTREMIO AND 1 ZOTUZO O	DMINONS (ASSESS FEE)		
The state of the s	NC 28311				
VERSU Name Of Defendant(s)	3		G.S. 1A-1, Rules 3 and		
METROPOLITÁN PROPERTY ANI INSURANCE COMPANY and MET INSURANCE COMPANY	D CASUALTY ROPOLITAN CASUALTY	Date Original Summons Issued 10/31/2 Date(s) Subsequent Summons(es) (ssued	2019		
To Each Of The Defendant(s) Name	ed Below:		enterior del del referencia e e en enterior e enterior en enterior		
Name And Address Of Defendant1	and a suitable plane and the second s	Name And Address Of Defendant 2			
Metropolitan Property and Casualty Insurance Company		Metropolitan Casualty Insurance (Company		
700 Quaker Lanc Warwick	DV	700 Quaker Lane			
TY CLI WILL	RI 02818	Warwick RI	02818		
A Civil Action Has Been Commence You are notified to appear and answer 1. Serve a copy of your written answer served. You may serve your answer	the complaint of the plaintiffer to the complaint upon the	f as follows: plaintiff or plaintiff's attorney within thirty plaintiff or by mailing it to the plaintiff's la	(30) days after you have been		
2. File the original of the written answ	er with the Clerk of Superior	Court of the county named shows	ast known address, and		
If you fail to answer the complaint, the	plaintiff will apply to the Cou	ert for the relief demanded in the complain			
ame And Address Of Plaintiff's Attorney (if none, i	promise was apply to the Cou	Contingue was recommended to the second	nt.		
dichael Porter	nduress Of Flamen)	Date Issued	Sa John Dem		
he Michael Porter Law Firm		Signature	JO JELIN		
851 Ramsey Street					
ayetteville	NC 28311		Andrew Control of the last of		
		Suputy CSC Assistant CSC	Clerk Of Superior Court		
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ENDORSEMENT (ASSESS FEE)		Geta Of Endorsement Time	□ам □рм		
This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.		Signature			
		Deputy CSC Assistant CSC	Cierk Of Superior Court		
IOTE TO PARTIES: Many counties have less are heard by an so, what procedure i	dibition below a trial life pa	programs in which most cases where the am uties will be notified if this case is assigned for	r mandatory.achitration, and, if		
	100	luori	** 9 7		
AOC-CV-100, Rev. 4/18	(C	Over)			

		RETUR	N OF SERVICE	- 46000	
I certify that this St	ummons and a copy of the co	mplaint were rece	eived and served as	follows:	
		DEF	ENDANT 1	**************************************	
Date Served	Time Served	☐AM ☐PM	Name Of Defendan	(
	the defendant named above				SUPER DESCRIPTION OF THE PROPERTY OF THE PROPE
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As the defendation below.	int is a corporation, service w	as effected by del	livering a copy of th	e summons and comp	laint to the person named
Name And Addres	ss Of Person With Whom Copies Left ((if corporation, give title	e af person copies left wi	th)	440.00
Other manner of	of service (specify)	7757.007.00	· · · · · · · · · · · · · · · · · · ·		
	2 NOT	**************************************		A. A. C	
☐ Defendant WAS	S NOT served for the following	g reason:			
***************************************					400446-45-A
Date Served	Time Served	DEFE	NDANT 2 Name Of Defendant		
		AM PM			
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☐ Defendant WAS	NOT served for the following	reason:			
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Date Of Return			County Of Phase	WATER A THE COURT THE WAS THE STATE OF THE S	·
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STATE OF NORTH CAROLINA	IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION FILE NO. 10 0 1 1 1 1 0
COUNTY OF CUMBERLAND	FILE NO.: 19 (V SUUT)
D. KEITH ALLISON and ALLISON PROPERTIES, INC.,	2019 (EV 25
Plaintiff,)	COMPLAINT = E
v.)	(Jury Trial Demanded)
METROPOLITAN PROPERTY AND)	and the second s
CASUALTY INSURANCE COMPANY,)	~ %
METROPOLITAN CASUALTY)	
INSURANCE COMPANY and	
HARFORD MUTUAL INSURANCE	Managa 4
COMPANY,	
Defendants.	

NOW COMES D. Keith Allison (hereinafter "Plaintiff Allison") and Allison Properties, Inc., (hereinafter "Plaintiff Allison Properties"), by and through counsel, and complaining of Metropolitan Property and Casualty Insurance Company and Metropolitan Casualty Insurance Company (hereinafter collectively "Defendant Metlife") and Harford Mutual Insurance Company (hereinafter "Defendant Harford") as follows:

Parties

- 1. **Plaintiff Allison** is a citizen and resident of Cumberland County, NC and was so at all times relevant to the matters herein.
- Plaintiff Allison Properties is a corporation organized and existing under the laws
 of North Carolina with its principal place of business being in Cumberland County,
 N.C.
- Defendant Metlife (Metropolitan Property and Casualty Insurance Company and Metropolitan Casualty Insurance Company) are a corporations organized and existing

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- under the laws Rhode Island with their principal place of business being in Warwick Rhode Island, and they are doing business as "MetLife Home & Auto" in various states to include North Carolina.
- The registered agent address for Defendant MetLife is 700 Quaker Lane, Warwick, RI 02818.
- Defendant Harford is a corporation organized and existing under the laws Maryland
 with its principal place of business being in Harford County, Maryland with a
 registered agent of June Poole with an address of 200 North Main Street, Belair,
 Maryland.

Jurisdiction & Venue

- This Court has personal jurisdiction over Defendants pursuant to N.C. Gen. Stat. § 1-75.4.
- This Court has subject matter jurisdiction over this matter pursuant to N.C. Gen. Stat. § 7A-243.
- Cumberland County, North Carolina is the proper venue for this matter pursuant to N.C. Gen. Stat. § 1-82.

Facts

- Plaintiff Allison Properties owns residential property located at 1805 Lakeshore
 Drive, Fayetteville, N.C. (hereinafter "the Residence").
- Plaintiff Allison at all times relevant hereto had personal property located at the Residence.

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- 11. Defendant Harford issued an insurance policy wherein Plaintiff Allison Properties was the insured party, and which covered the Residence and personal property located at the Residence. The policy number was 9146374.
- 12. Defendant Metlife issued an insurance policy wherein Plaintiff Allison was the insured party, and which covered personal property located at the Residence. The policy number was 821590834-0.
- 13. On or about October 8, 2016, while the policy issued by Defendant Metlife was in effect and while the policy issued by Defendant Harford was in effect, Plaintiff Allison and Plaintiff Allison Properties suffered a loss covered by both aforementioned policies when a plumbing fixture and/or piping within the Residence malfunctioned causing significant water damage to the Residence and personal property.
- 14. The aforementioned loss is a covered loss under both respective policies of insurance.
- 15. Plaintiffs immediately gave notice to Defendant Metlife (claim number JDG36462) and Defendant Harford (claim number 230103) of the aforementioned loss and damage.
- 16. Defendant Metlife and Defendant Harford have denied liability or responsibility for any part of the loss, thereby waiving further proofs of loss by way of letters dated November 1, 2016 and November 15, 2016 respectively.
- 17. Defendant Metlife and Defendant Harford have absolutely refused to pay Plaintiffs any part of the loss, and have repeatedly denied liability on the aforementioned policies of insurance (and such refusal to pay is unwarranted).

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- 18. Defendant Metlife and Defendant Harford have alleged that flood water from Hurricane Mathew backed up into the Residence causing the aforementioned loss and that said flooding is excluded from coverage under their respective policies of insurance.
- 19. However, Defendant Metlife and Defendant Harford have not provided to Plaintiffs any proof that flood waters reached the Residence on the aforementioned date of loss, or at any other time.
- 20. The Residence did not flood on the aforementioned date of loss.

First Claim for Relief

(Breach of Insurance Contract N.C.P.I.-Civil 502.00 CONTRACTS-ISSUE OF BREACH BY NON-PERFORMANCE)

- 21. Plaintiffs hereby incorporates paragraphs 1 through 20 as if fully set forth herein.
- 22. Plaintiff Allison Properties and Defendant Harford, entered into a valid and binding policy of insurance to insure for loss the Residence and personal property and Defendant Harford has breached said policy of insurance with Plaintiff Allison Properties by refusing and failing to pay any insurance proceeds to Plaintiff Allison Properties for the aforementioned loss and damages.
- 23. The aforementioned actions of **Defendant Harford** have directly and proximately damaged **Plaintiff Allison Properties** in an amount in excess of \$25,000.00 by breaching said policy of insurance entered into with **Plaintiff Allison Properties**, and **Plaintiff Allison Properties** is entitled to judgment against **Defendant Harford** in an amount in excess of \$25,000.00.

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Second Claim for Relief

(Breach of Insurance Contract N.C.P.I.-Civil 502.00 CONTRACTS-ISSUE OF BREACH BY NON-PERFORMANCE)

- 24. Plaintiffs hereby incorporates paragraphs 1 through 23 as if fully set forth herein.
- 25. Plaintiff Allison and Defendant Metlife entered into valid and binding policy of insurance to insure for loss personal property located at the Residence and Defendant Metlife has breached said policy of insurance with Plaintiff Allison by refusing and failing to pay any insurance proceeds to Plaintiff Allison for the aforementioned loss and damages.
- 26. The aforementioned actions of **Defendant MetLife** have directly and proximately damaged **Plaintiff Allison** in an amount in excess of \$25,000.00 by breaching said policy of insurance entered into with **Plaintiff Allison**, and **Plaintiff Allison** is entitled to judgment against **Defendant Metlife** in an amount in excess of \$25,000.00.

Reservation of Other Rights and Remedies

Plaintiffs hereby expressly reserves the right to pursue all other rights and remedies available to it at law or in equity, and nothing herein should be construed as a waiver of the same.

WHEREFORE, Plaintiffs pray the Court that:

- Plaintiff Allison recover compensatory damages from Defendant Metlife in amount in excess of \$25,000.00 for each claim for relief as set forth above;
- Plaintiff Allison Properties recover compensatory damages from Defendant Harford in amount in excess of \$25,000.00 for each claim for relief as set forth above;

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- 3. A trial by jury is respectfully demanded; and
- 4. Such other relief as the Court deems just and proper.

This the 31st day of October, 2019.

Respectfully submitted,

1. The 1. The 18 of 18

Michael R. Porter, Esq.
N.C. State Bar No.: 37000
The Michael Porter Law Firm
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Fayetteville, NC 28311
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michael@amichaelporterlaw.com

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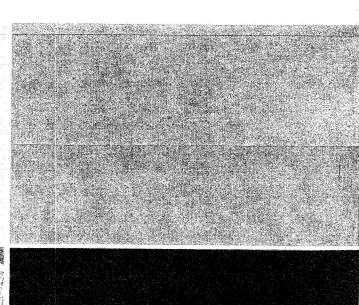
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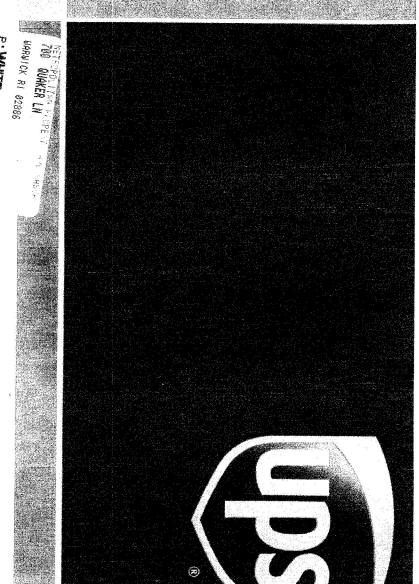
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